



MITNICK LAW OFFICE

A LITIGATION AND CLAIM RESOLUTION FIRM

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April 16, 2018

The Honorable Anita Brody
US DISTRICT COURT - EASTERN DISTRICT OF PA
James A. Byrne US Courthouse
601 Market St., Room 7613
Philadelphia, PA 19106-1717

RE: NFL Concussion Settlement
No. 2:12-md-02323-AB / MDL No. 2323

Dear Judge Brody:

On Friday, April 13, 2018 I received electronic service of "Mr. Seeger's "Opposition to the Motion of Locks Law Firm for appointment of Administrative Counsel". After reviewing the filing, I felt obligated let alone compelled to respond to the allegations that Mr. Seeger crafted against my Firm, Mitnick Law Office, as well as against me personally.

In his filing, Mr. Seeger specifically attacked my integrity through an allegation whereby he asserts that I solicited players on behalf of Thrivest funding group, one of the funding companies involved in an ongoing matter with the Court. In his response to the Lock's motion, Mr. Seeger attached an email from my office contending to be a solicitation by me on behalf of the funding group. The substance of the email sent by me to my clients addressed the status of the litigation at the time and then provided information for those players or families who were considering funding. Prior to the funding information being provided, the email clearly stated "I do not recommend traditional funding companies who charge exorbitant rates". Again, the email was sent to my clients for informational purposes only and was in no way intended as a solicitation on behalf of any perspective funding Company.

What is equally as bothersome is the fact that while Mr. Seeger attempts to construct the inaccurate inference that I had a personal or professional relationship with Thrivest, he intentionally fails to mention in his filing that he personally solicited me in August of 2016 to assist Esquire Bank, another funding entity for which he held a seat on the board of directors. I was asked by Mr. Seeger to "meet with and assist Esquire in developing a funding program for Retired Players". Mr. Seeger never disclosed to me that he was either an active member of Esquire's Board of Directors or that he had recently resigned from that position, while possibly still holding an interest in the Company. Either way, the fact was extremely disturbing to me when I eventually found out about the conflict due to the fact that I had met with two of

The Honorable Anita Brody
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Esquire's executives in my office for a substantial period of time and had assisted them with developing a funding formula for their proposed Concussion funding program. I also assisted Esquire at Mr. Seeger's suggestion while never being advised that any eventual funding Agreement would contain an "Assignment" clause. I have attached the relevant correspondence with Mr. Seeger and Esquire, as well as the Esquire funding agreement which includes the assignment language. In any event, why Mr. Seeger felt that it was necessary to include irrelevant, partial and inaccurate information in his response to the Lock's motion can only be construed as malignant on his part.

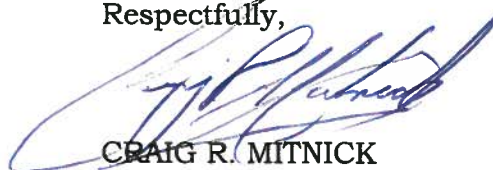
I must also note that contrary to Mr. Seeger's misguided assertions of solicitation by me on behalf of Thrivest, only 2 of the 1100 retired players who I represent obtained funding from Thrivest. That fact speaks volumes to the inaccuracy of Mr. Seeger's suggestions of solicitation. In any event, again, I have no idea what any of this has to do with the opposition to Locks Law Firm's request to become Administrative Counsel, or my Firm's joinder to that motion.

There is no legitimate reason why Mr. Seeger needs to practice in an unfair and bias manner, or attempt to discredit other attorneys involved in this litigation. The merits of the Settlement, the protection of the Players, fundamental fairness to all of the attorneys involved in the matter should always be primary. If Mr. Seeger could simply reflect on the dictates of common courtesy, the practice of law in this matter would be far less contentious and the administration of justice for the Retired Players better served.

Hopefully, Mr. Seeger will consider these words before he chastises another attorney, especially one who has always put their clients first and one who has constantly promoted the Settlement for which Mr. Seeger negotiated.

I thank your Honor for her time and consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read "Craig R. Mitnick", is written over the typed name.

CRAIG R. MITNICK

CRM/sjg

Monday, April 16, 2018 at 10:07:41 AM Eastern Daylight Time

Subject: RE: Intro**Date:** Monday, August 1, 2016 at 10:22:40 AM Eastern Daylight Time**From:** Ari Kornhaber**To:** 'Craig Mitnick'

Craig:

I apologize for the multiple messages/emails, but I'm reaching out to you again at the suggestion of Chris Seeger. Have you been getting my messages or are you away, etc? Anyway, please let me know if we can schedule a few minutes to talk. I would greatly appreciate it.

-----Original Message-----

From: Craig Mitnick [<mailto:craig@craigmitnick.com>]**Sent:** Friday, February 13, 2015 12:49 PM**To:** Ari Kornhaber**Cc:** Chris Seeger; craig mitnick**Subject:** Re: Intro

Ari is a pleasure to meet you. At least informal leave this way. And I have a feeling we'll get to meet each other personally real soon. Chris thank you very much for the introduction. Sorry I am running around today because I have an event at my home tonight for 35 kids that are on my son's crew team so I am available sporadically. Whenever you have a chance please call me on my cell phone at 609-868-2800 and if you receive my voicemail, know that I will call you right back. I have my phone with me and will throughout the rest of the day. I look forward to hearing from you. And again, Chris thank you much for the introduction

Sent from my iPhone

On Feb 13, 2015, at 9:52 AM, Ari Kornhaber <Ari.Kornhaber@esqbank.com> wrote:

Thank you Chris. Craig, I look forward to speaking with you. I'm am available today other than from 12:30-1:30.

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network.

Original Message

From: Chris Seeger**Sent:** Friday, February 13, 2015 6:49 AM**To:** craig mitnick**Cc:** Ari Kornhaber**Subject:** Intro

Craig, I want to introduce you to a very close friend, Ari Kornhaber, who I think can help you out with all kinds of banking needs and who works for a bank with a special relationship to the plaintiffs' bar. I'd like to get you both on the phone for 2 mins. Any time work today?

Sent from my iPhone

Please consider the environment before printing this email.

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Monday, April 16, 2018 at 10:10:33 AM Eastern Daylight Time

Subject: Fw: Allan Clark

Date: Friday, September 16, 2016 at 6:42:15 PM Eastern Daylight Time

From: Ayal Glezer

To: Craig Mitnick

CC: Ari Kornhaber, Ave Doyle

Craig,

I ran the calc by Seeger and Buchanan today. David had a couple of suggestions that I will run by you.

Also, see below regarding Clark. Did you discuss the new foe players with alzheimer and dementia to get a power of attorney? I believe they are required under the settlement agreement to sign the release with a power of attorney, so will be needed anyhow.

From: Ave Doyle <Ave.Doyle@esqbank.com>

Sent: Friday, September 16, 2016 2:44 PM

To: Ari Kornhaber; Ayal Glezer

Subject: Allan Clark

Hi

I spoke with Mr Clark and explained we are finishing up the paperwork . He understands

I did ask for him to confirm his ailment and he did state Parkinson's and Alzheimers. I asked if he had set up any power of attorneys or representatives and he has not .

Lets discuss our next steps.

Ave

Ave Doyle | *SVP & Retail Director*

233 Broadway, Ste 820 | New York, NY 10279

Direct: 212.286.3030 | Cell: 718.986.8561 | Fax: 212.286.9052

esquirebank.com

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Monday, April 16, 2018 at 10:22:43 AM Eastern Daylight Time

Subject: NFL Calc Sheet v 11.xlsx
Date: Monday, September 19, 2016 at 2:23:34 PM Eastern Daylight Time
From: Ayal Glezer
To: Craig Mitnick
CC: David Buchanan
Attachments: NFL Calc Sheet v 11.xlsx

Hi Craig,

I made the changes we discussed earlier and incorporated David Buchanan's suggestions as well to the attached calc sheet.

David – I could not find the pay grid by year other than the one with range of years that we looked at on Friday.

Thank you both for assisting the bank in putting together this loan program.

AG

****Please note the new address below****

Ayal Glezer | *Chief Lending Officer*
233 Broadway, Ste 820 | New York, NY 10279
Direct: 212.286.3030 | Cell: 212.671.0712 | Fax: 212.286.9052



esquirebank.com

ATTENTION CUSTOMERS: For your protection, please remember to mask sensitive data, such as account numbers and tax identification numbers on all emails (e.g. for SS# XXX-XX-1234, for TIN XX-XXX1234, for acc. # XXXXXX1234)

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100 Jericho Quadrangle, Suite 100
Jericho, NY 11753
800.996.0213

Darrell Bruce Irvin
10012 162nd Avenue NE
Redmond, WA 98052

Loan Number 1150001160
Date July 11, 2017

Dear Darrell Bruce Irvin

Thank you again for choosing Esquire Bank for your financing needs. Your application has been approved and we will now start the process to close your loan. Included in this loan package are the following:

- Post Settlement Loan Note & Security Agreement
 - To be signed and notarized by yourself and your Power of Attorney agent
- Term Page
- Itemization
 - Including Lenders / Liens / Judgments to be paid
- Wire Instruction Form
 - Please verify the wire instructions for your account with your bankers
- Spousal / Family Consent
- Survey
- Privacy Notice

Please review all pages for accuracy and initial each page at the lower right hand corner. Once completed, the original loan package is to be returned to:

Esquire Bank
100 Jericho Quadrangle, Suite 100
Jericho, NY 11752
Attention: Consumer Lending

Once the original package is returned to our offices, we will then complete the closing process and notify you once your loan is to be funded. Should you have any questions regarding this matter, or any of the information contained herein, please feel free to contact Esquire Bank directly at 212.286.3030 or via facsimile at 212.286.9052.

Sincerely,

Esquire Bank
Consumer Lending



(800) 996-0213
www.esquirebank.com

100 Jericho Quadrangle, Suite 100
Jericho, NY 11753

Post Settlement Loan Note & Security Agreement

Loan Number 1150001160 Date July 11, 2017
Borrower [Redacted]

TRUTH IN LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me on my behalf.	TOTAL OF PAYMENTS The amount I will have paid after I have made all scheduled payments.
9.00%	\$6,957.90	\$77,310.00	\$84,267.90
My payment schedule will be:			(E means an estimate)
NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE	
1	\$84,267.90	July 11, 2018	
Security: I am giving a security interest in the proceeds from the Litigation matter identified on the next page under the heading "Security for Loan."			
Late Charge: If a payment is late, I will be charged 5% of the payment, but not more than \$5.00 for each payment.			
Prepayment: I will not have to pay a premium if I pay off my loan at any time prior to or at maturity.			
Additional Information: See the rest of this document for additional information about nonpayment, default, any required repayment in full before the maturity date and prepayment.			
Itemization of the Amount Financed: See below for Itemization of the Amount Financed.			

In this note, the words "I," "me," "mine" and "my" or "undersigned" mean the Borrower. The word "Bank" means ESQUIRE BANK.

REPAYING MY LOAN: To repay my loan, I promise to pay to the order of the Bank the sum of:

\$77,310.00

Seventy Seven Thousand Three Hundred Ten Dollars

plus interest at the rate of: 9.00% per year.

Borrower

Address

City/State/Zip Code

Telephone

Interest will be charged beginning on the day of this note and continuing until the full amount of the term loan has been paid. I will pay the term loan on the earlier of (a) the day I receive the proceeds from the Litigation, or (b) the date that is twelve (12) months from the date of this Agreement. Each payment accepted by the Bank will be applied first on account on accrued interest and then on account of reduction in principal.

ASSIGNMENT OF LITIGATION PROCEEDS AND OTHER PROPERTY: As collateral security for my loan, I assign to the Bank my entire right, title and interest to all funds that I am entitled to receive under, in connection with or as a result of the Litigation (as described on the next page).

This assignment shall be a continuing one and shall be effective for any renewal of the above loan and/or deposit account, until the loan balance is entirely paid.

WITHDRAWAL BY BANK: The Bank is hereby authorized to withdraw any amounts on deposit in any account at the Bank, including accrued interest, if the undersigned defaults in any of the undersigned's debts to the Bank.

APPLICATION OF FUNDS: The Bank may apply the amounts withdrawn to any and all of my debts, including interest, collection costs and attorney's fees, if any. I understand the Bank will pay any remaining amounts to me, if my debts to the Bank are less than the amount in the Account. I will continue to be liable to the Bank if the amount in the Account is less than the amount of my debts to the Bank.

This assignment shall be a continuing one and shall be effective for any renewal of the above loan and/or deposit account, until the loan balance is paid in full.

SIGNATURES AND ACKNOWLEDGEMENT OF RECEIPT: I have received and read a copy of this document and understand and agree to its provisions including those on the following pages.

Borrower's Signature

by Sandra Lynn Irvin, his Agent

Client Initial

Bank Initial

IMPORTANT - CONSUMER IS BOUND BY THE TERMS OF ALL PAGES

Esquire Bank is an Equal Housing Lender and a Member of FDIC.

1150001160



(800) 996-0213
www.esquirebank.com

100 Jericho Quadrangle, Suite 100
 Jericho, NY 11753

Loan Number 1150001160
 Borrower Darrell Bruce Irvin
 Note Date July 11, 2017

State of Washington)
 County of King) ss.:

On the 20th day of July in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Darrell Bruce Irvin, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
 (Notarial Seal)

My Commission expires: 01/04/2018

NOTARY PUBLIC
 STATE OF WASHINGTON
 MIKI SHIMIZU
 My Appointment Expires
 JANUARY 04, 2018

State of Washington)
 County of King) ss.:

On the 20th day of July in the year 2017 before me, the undersigned, personally appeared Sandra Lynn Irvin personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Attorney in Fact for Darrell Bruce Irvin, by virtue of a power of attorney executed the 20th day of July, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
 (Notarial Seal)

My Commission expires: 01/04/2018

NOTARY PUBLIC
 STATE OF WASHINGTON
 MIKI SHIMIZU
 My Appointment Expires
 JANUARY 04, 2018

1150001160



READ CAREFULLY – BORROWER IS BOUND BY THE TERMS OF ALL PAGES

PLACE OF PAYMENT: I will make payments to the Bank at 320 Old Country Road, Ste 101, Garden City, NY 11530, or at any of the Bank's branches, or by mail to the address shown in the billing statement.

PREPAYING MY LOAN: I have the right to prepay the entire unpaid portion of the loan at any time. If I do pay off my loan within the first 60 days I will pay the Bank interest on the unpaid portion of the loan up to the day I repay, plus a prepayment premium equal to: 0.00% of the amount prepaid.

LATE CHARGES: If I do not make any monthly payment within 10 days after it is due, I will pay a late charge of 5% (5 cents for every \$1.00) of the past due amount, but no more than \$5.00 per payment.

SECURITY FOR LOAN: To protect the Bank if I default on my loan, I pledge and hereby grant to the Bank a security interest and lien on all of my right, title and interest in and to any and all amounts to be paid, whether by settlement, judgment or otherwise, in connection with or as a result of the following lawsuit in which I am the plaintiff(s) (the "Litigation"):

Title of Action: Carroll Bruce Ivins vs the National Football League Player's Concussion Litigation

NFL Registration 1100072445

The Bank can apply any of this property against what I owe. I will take any and all actions required to perfect the Bank's security interest in the property securing this loan. I will promptly execute and deliver all further instruments and documents, and take all further action that may be necessary or desirable or that Bank may request, including but not limited to sending notices to third parties that any payments in connection with the Litigation be directed to the Bank, in order to perfect and protect any security interest granted under this Note and Security Agreement or to enable the Bank to exercise and enforce its rights and remedies under this Note and Security Agreement with respect to any of the property securing this loan. The Bank may file any and all documents, including but not limited to a Uniform Commercial Code financing statement, to evidence and perfect its security interest and lien in the proceeds of the Litigation and my other property.

REPRESENTATIONS: I represent that:

The Litigation has been fully and unconditionally settled, and is not subject to appeal, revocation or change.

The net amount due me in connection with the Litigation, after payment of all attorneys fees, disbursements, structured settlement and other charges is: \$656,000.00 (the "Net Amount").

No person or party has any right of set off or security interest or other claim of any kind against the Net Amount other than the Bank.

DEFAULT: I will be in default and the Bank can require that I immediately pay the unpaid portion of the loan plus interest without notice or demand to me if:

I do not make any payment on time; or

I make any false or misleading statement on the application for this loan; or

I become insolvent or go bankrupt; or

The Bank is served with legal papers concerning money which I owe to others as debts or taxes; or

I die; or

I break any agreement or promise I have made in this note or any other agreement with the Bank; or

Anything happens which the Bank believes endangers the property given as security or anyone else makes a claim of any kind against the property; or

Anything happens which the Bank believes reduces my ability to repay this loan.

Client
Initial

If the Bank requires full payment because of the occurrence of a default, I hereby waive presentment, demand for payment and notice of dishonor.

ENFORCEMENT OF NOTE: The Bank can delay enforcing or waive any of its rights under this note without losing them. The Bank can only waive its rights under this note in writing signed by the Bank. If the Bank fails to exercise any of its rights on one or more occasions, it may still exercise them on any other occasion. The Bank can also accept late payments or partial payments even though marked "Paid in Full" or otherwise without losing any rights under this note.

COLLECTION COSTS AND LAWSUITS: If the Bank uses an attorney to collect this loan, I agree to pay the Bank expenses of collection, reasonable attorney's fees and court costs. I also agree that I will not be entitled to a jury trial in any lawsuit between the Bank and me involving this loan, and that if the Bank sues me I will not assert in that same lawsuit any claim I may have against the Bank.

BLANK SPACES AND CORRECTIONS: The Bank can fill in any blank spaces in this note, date when the Bank makes the loan and correct errors without notifying me.

LAW THAT APPLIES: This loan was made in the State of New York and shall be governed by New York State law.

SUBMISSION TO JURISDICTION. I hereby irrevocably submit to the jurisdiction of the United States District Court in the Eastern District of Pennsylvania, or, only if there is no federal subject matter jurisdiction, in any state court in the County of Nassau in the State of New York over any action or proceeding arising out of or related to this Post Settlement Loan Note & Security Agreement, and agree with Bank that personal jurisdiction rests with such courts for purposes of any action on or related to this Post Settlement Loan Note & Security Agreement. I hereby waive personal service by manual delivery and agree that service of process may be made by prepaid certified mail directed to me at the address for notices under this Post Settlement Loan Note & Security Agreement, or at such other address as may be designated in writing by me to the Bank, and that upon mailing of such process such service will be effective as if I was personally served. I agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. I further waive any objection to venue in any such action or proceeding on the basis of inconvenient forum. I agree that any action on or proceeding brought against Bank shall only be brought in such courts.

NOTICE OF FURNISHING OF NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Client
Initial 

1150001160



(800) 996-0213

www.esquirebank.com

100 Jericho Quadrangle, Suite 100

Jericho, NY 11753

ITEMIZATION OF AMOUNT FINANCED

Loan #

1150001160

Borrower Name

Barrett Brown Inv.

Loan Amount	\$77,310.00
Prepaid Finance Charges	
Application fee	\$0.00
Other	\$0.00
Amount Financed	<u>\$77,310.00</u>
Amount deposited to your Esquire account	\$0.00
Amount paid to others on your behalf	
-	\$0.00
-	\$0.00
-	\$0.00
-	\$0.00
-	\$0.00
-	\$0.00
Balance of proceeds given to you directly	\$77,310.00

Client Initial

1150001160



(800) 996-0213
www.esquirebank.com

100 Jericho Quadrangle, Suite 100
Jericho, NY 11753

NOTICE OF LIEN

TO:

Craig Mitnick Law Office
35 Kings Highway East
Haddonfield, NJ 08033
(215) 769-9000

You are hereby notified that on 07/11/17 [REDACTED], whose address is: [REDACTED] ("Assignor"), in conjunction with that certain litigation settlement entered into in the matter of:

[REDACTED] v. the National Football League Player's Concussion Litigation

NFL Registration [REDACTED]

Claimant granted to Esquire Bank a security interest in and lien on all of the claimant's right, title and interest in and lien on all of all funds Claimant is to entitled to receive under, in connection with or as a result of the above litigation matter (" Proceeds") as collateral for claimant's loan from Esquire Bank ("Lender"). Pursuant to Claimant's Post Settlement Loan Note & Security Agreement to Lender, Claimant is obligated to repay the loan in full upon receipt of Proceeds and hereby directs you to make payment of Proceeds directly to Lender. As such, you are hereby instructed that prior to any Proceeds being released to Claimant, you must issue payment to Esquire Bank by electronic transfer, certified funds or a check from your attorney trust account made payable to Esquire Bank in the amount of the Proceeds and to deliver such payment to the address set forth below for Esquire Bank. You are further instructed and acknowledge that any distribution made to Claimant or any third party of Claimant prior to satisfying Esquire Bank's Lender's lien as set forth above shall act as a violation of this Notice of Lien and shall result in you being held legally liable for damages and attorney fees, in addition to any losses suffered by Esquire Bank Lender hereunder.

Payment of the Proceeds must be delivered as follows:

Esquire Bank
320 Old Country Road
Garden City, New York 11530
Attn: Lending Department
Tax I.D. No. 34-2065079

Claimant: [REDACTED]
[REDACTED]
Rodmond WA 98052

[REDACTED]
by Sandra Lynn Irvin, his Agent
Address: [REDACTED]
Address: [REDACTED]

By: [REDACTED]

Date

7/19/17

[REDACTED]
by Sandra Lynn Irvin, his Agent

Lender: Esquire Bank
100 Jericho Quadrangle, Suite 100
Jericho, NY 11753

By: _____

Date

Client Initial [Signature]

Loan # 1150001160



(800) 996-0213
www.esquirebank.com

100 Jericho Quadrangle, Suite 100
Jericho, NY 11753

ATTORNEY ACKNOWLEDGEMENT

Borrower: **Parrell Bruce Inoué**

The undersigned is the attorney of record in the below captioned case.

I acknowledge the existence of Esquire Bank's loan to Borrower (if funded) and that such loan is based on the settlement proceeds and information set forth below, and further acknowledge notice of the fact that Borrower has granted Esquire Bank a Security Interest and Lien in the proceeds of the below captioned case as a consequence of Borrower's Loan Note & Security Agreement with Esquire Bank.

I acknowledge that pursuant to the Loan Note & Security Agreement, Borrower has directed that a portion of his or her proceeds be paid to Esquire Bank to satisfy a loan. I further acknowledge that I will honor the terms of the Loan Note & Security Agreement.

In addition, I know of no other lien in this case as a result of funding similar in nature to Esquire Bank with priority over Esquire Bank's lien that will remain after funding of the Esquire Bank loan to Borrower, except as noted in the Itemization of Amount Financed, and I acknowledge that Borrower's Loan Note & Security Agreement prohibits the Borrower from creating any other liens resulting from funding similar in nature to Esquire Bank.

Prior to making any distribution to Borrower, I will contact Esquire Bank to ascertain the amount due Esquire Bank and will not pay any portion of Borrower's settlement proceeds to Borrower or on Borrower's behalf (other than attorney's fees and disbursements for this case and any prior liens) until Esquire Bank's lien is satisfied in full, unless Esquire Bank has received all amounts it is due (as determined by Esquire Bank) directly from the NFL Concussion Settlement Administrator, in which case this firm's obligation to make payment to Esquire Bank hereunder shall be extinguished.

Unless payment of all amounts due Esquire Bank (as determined by Esquire Bank) is made to Esquire Bank, I understand that marking a check or accompanying letter to the effect of a release of claim or "In full satisfaction", will not have a legal effect and that Esquire Bank is authorized to deposit said check without prejudice to its rights to collect payment in full.

The undersigned represents that this case has settled but I have not yet received the settlement proceeds into my escrow account:

Parrell Bruce Inoué vs the National Football League Player's Concussion Litigation
NFL Registration #000007446

I further acknowledge that the following information provided by my firm to Esquire Bank is true and accurate to the best of my knowledge:

Gross Award		\$888,000
Attorney Fees	-10.0%	(88,800)
MDL Assessment	0.0%	0
Advances Costs & Expenses	-1.1%	(10,000)
Medical Expenses	-15.0%	(133,200)
Worker Comps Liens / Other Liens	0.0%	0
Structured Settlement	0.0%	0
Advanced to Client to Date	0.0%	0
NET PROCEEDS TO BORROWER		656,000
EB Existing Loan		0
EB Existing Loan		0
EB Existing Loan		0
Proposed Loan		77,310
Total Loans To Esquire		77,310

Attorney Signature

Date

Print Name:

Craig Minkus Law Office
45 Kings Highway East
Haddonfield, NJ 08033

1150001160



(800) 996-0213
www.esquirebank.com

100 Jericho Quadrangle Suite 100
 Jericho, NY 11753

Borrower

Darrell Bruce Ivani

Loan Number

1150001160

Borrower Address

10012 162nd Ave NE
Redmond WA 98052

Date

July 11, 2017

Loan Closing Instructions

Assuming your loan is approved by Esquire Bank, please indicate below how you would prefer to receive your loan proceeds. Following the completion of all underwriting, approval and closing requirements, the funds will be forwarded as described below. Any changes to your selection must be communicated to Esquire Bank no later than the third day prior to funding. Please note the bank account must be in your name.

Please fund my loan by (Please select one method):

1) ☐ Cashier Check

☐ Mail

☐ Picked up by me in person at an Esquire Branch

If by Mail, please mail to my home address as stated above, or my new home address as follows:

Home Address

OR

2) ☒ Wire Transfer as follows:

Account Holder Name(s)

Darrell Ivani / Sandra Ivani

Name of Bank

FIRST TECH Credit Union

Branch Address

8802 161st AVE NE Suite 100
Redmond WA, 98052

Branch Phone #

885-885-8805 (Ext 3131-331)

*ABA Wire #

321180379

*Please confirm the #
 with your Bank

*931982032

Account #

Account Type

☐ Checking ☒ Savings

Borrower's Signature

[Signature]
Darrell Bruce Ivani

1150001160

DL



Rev. 6/2016

FACTS	WHAT DOES ESQUIRE BANK DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security Number and income• Account balances and transaction history• Credit history and credit scores <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday businesses. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Esquire Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Esquire Bank share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 800-996-0213 go to www.esquirebank.com
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Who We Are	
Who is providing this notice?	Esquire Bank.
What We Do	
How does Esquire Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our employees are trained on the importance of <u>maintaining the confidentiality of customer information</u> .
How does Esquire Bank collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Open an account or deposit money • Pay your bills or apply for a loan • Use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes -- information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> • <i>Esquire Bank does not share with our affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> • <i>Esquire Bank does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Our joint marketing partners include insurance and financial service companies.</i>

COMP-005 rev 6/2016

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